

Roman, Michael

From: daniel finney <dan@danfinney.law>
Sent: Sunday, February 4, 2024 2:49 PM
To: Worker, Dan
Cc: Roman, Michael; Murphy, Siobhan
Subject: FW: Receipt of Submission - New Case - IND CONTRACT OF MAVERICK TRANS, LLC V. GREAT WEST, St Louis County - Circuit Court
Attachments: mo-ecf-msg.xml; ICMTLLC petition.pdf; ICP00136S Policy EXHIBIT A.pdf; Affidavit of Mary Anderson EXHIBIT B.pdf

Dan:

Please see attached petition and exhibits filed today. Please let me know by Tuesday if you are authorized to waive service on behalf of GWCC.

Thank you,

Dan F.

From: Missouri Courts eFiling System <mocourts.efiling@courts.mo.gov>
Sent: Sunday, February 4, 2024 2:32 PM
To: Missouri Courts eFiling Subscriber <mocourts.efiling@courts.mo.gov>
Cc: daniel finney <dan@danfinney.law>; 21st Judicial Circuit (St. Louis County) <slc.efiling@courts.mo.gov>
Subject: Receipt of Submission - New Case - IND CONTRACT OF MAVERICK TRANS, LLC V. GREAT WEST, St Louis County - Circuit Court

Your submission on **2/4/24** at **2:31 PM** was **RECEIVED** by **St Louis County - Circuit Court** on **2/4/24** at **2:31 PM** but has not been processed.

You will receive notice from the court when the submission is accepted for filing, put on hold, or returned with the reason for the hold or return. You do not need to take action at this time.

Below is important information regarding this filing:

eFiling Confirmation Number	EF33608168
Filer Reference Number	None entered by filer
Payment Confirmation Number	21837442
Case Number	UNASSIGNED
Case Description	IND CONTRACT OF MAVERICK TRANS, LLC V. GREAT WEST
Case Type	Other Miscellaneous Action

Notes to Clerk: None Entered by Filer

Document(s):

Document Category and Type	Petition/Initial Pleading/Criminal to/for/filed in - Associate Court
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Document Title	Petition for Declaratory Judgment
Attachment(s)	Exhibit A Exhibit B
File On Behalf Of	INDEPENDENT CONTRACTORS OF MAVERICK TRANSPORTATION, LLC ; DORIAN WEST

To view or save a document, click one of the hyperlinks above. The document title hyperlink will open the document directly until the court accepts the document. After that time, you will have to login to Case.net and use the case number link to view the document.

Party Information:

Name	INDEPENDENT CONTRACTORS OF MAVERICK TRANSPORTATION, LLC
Type	Plaintiff
Represented By	Daniel Patrick Finney
Address	12531 OLD TESSON FERRY ROAD SAINT LOUIS, MO 63128
SSN/EIN	None Entered by Filer
Phone Number	None Entered by Filer
E-mail	None Entered by Filer

Name	DORIAN WEST
Type	Plaintiff
Represented By	Daniel Patrick Finney
Address	12531 OLD TESSON FERRY ROAD SAINT LOUIS, MO 63128
SSN/EIN	None Entered by Filer
Year of Birth	1985
Gender	None Entered by Filer
Phone Number	None Entered by Filer
E-mail	None Entered by Filer

Name	GREAT WEST CASUALTY COMPANY
Type	Defendant
Represented By	
Address	301 W. HIGH STREET SUITE 530 JEFFERSON CITY, MO 65101
SSN/EIN	None Entered by Filer
Phone Number	None Entered by Filer
E-mail	None Entered by Filer

Filing Fee Receipt Information:

Court Location	Item Description	Amount
St Louis County - Circuit Court	Filing fee	\$53.50
	Processing Fee	\$0.50
	Total:	\$54.00

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IN THE ASSOCIATE CIRCUIT COURT FOR THE 21st JUDICIAL CIRCUIT
SAINT LOUIS COUNTY, MISSOURI

Independent Contractors of)	
Maverick Transportation, LLC)	
d/b/a)	
Maverick Transportation LLC Ind Cont.)	
)	
And)	
)	
Dorian West,)	
Plaintiffs,)	
v.)	Cause #
)	
Great West Casualty Company,)	
)	Division #
Serve:)	
301 W. High Street)	
Suite 530)	
Jefferson City, MO 65101)	
)	
Defendant.)	

PETITION FOR DECLARATORY JUDGMENT

COME NOW, Plaintiffs Independent Contractors of Maverick Transportation, LLC and Dorian West, by and through undersigned counsel, pursuant to Rule 87.02, and for this Petition for Declaratory Judgment against Defendant Great West Casualty Company, state as follows:

PARTIES

1. Plaintiff Independent Contractors of Maverick Transportation, LLC (hereinafter “Independent Contractors of MT, LLC”) is a limited liability company registered with the State of Missouri.
2. Independent Contractors of MT, LLC is registered with the State of Missouri to do business as “Maverick Transportation LLC Ind Cont.”
3. Independent Contractors of MT, LLC is domiciled in Saint Louis County, MO.

4. Plaintiff Dorian West is an individual domiciled in Saint Louis County, MO.

5. Defendant Great West Casualty Company (hereinafter “GWCC”) is an insurance company registered with the Missouri Department of Insurance, doing business in Saint Louis County, MO.

JURISDICTION

6. This matter presents an actual and judiciable controversy amongst the parties regarding insurance policies GWCC issued.

7. The Court is vested with the power to declare rights, status, and other legal relations pursuant to RSMo § 527.010.

VENUE

8. Venue is proper pursuant to RSMo § 508.010(4).

FACTS

9. Maverick Transportation, LLC (hereinafter “the carrier”) is a limited liability company.

10. Maverick Leasing, LLC (hereinafter “the leasing company”) is a limited liability company.

11. The carrier employs equipment operators.

12. The leasing company leases equipment to operators the carrier employs.

13. The carrier deducts premiums from compensation owed operators.

14. The carrier tenders these premiums to GWCC, in exchange for insurance policies identifying Independent Contractors of MT, LLC and/or Maverick Transportation Ind Cont., the named insured(s) in the policies.

15. These policies reference schedules of operators on file with GWCC.

16. These policies insure operators against losses resulting from damage to equipment

the leasing company owns, when operated for the carrier.

17. These policies insure the leasing company against losses resulting from damage to its equipment as “loss payee”.

18. These policies do not insure the carrier.

19. Dorian West is an equipment operator.

20. Dorian West is a member of Independent Contractors of MT, LLC.

21. The carrier employed Dorian West.

22. The leasing company leased equipment to Dorian West.

23. GWWC issued policy # ICP00136S identifying Independent Contractors of MT, LLC and/or Maverick Transportation Ind Cont., the first named insureds. (**EXHIBIT A**)

24. GWCC identified Dorian West an operator insured against losses resulting from damage to a 2020 Freightliner Cascadia (hereinafter “the Freightliner”), under policy #ICP00136S, in a schedule on file with GWWC.

25. Dorian West filed a claim under policy # ICP00136S seeking recovery of losses resulting from damage to the Freightliner. (hereinafter “File # S31925-M U01”).

26. GWCC tendered proceeds under File # S31925-M U01 in the form of a check payable to “Dorian West and Maverick Leasing, LLC.” (See **EXHIBIT B**)

27. GWCC tendered additional proceeds under File # S31925-M U01 in the form of a check made payable to “Maverick Transportation LLC Ind Cont.” (See **EXHIBIT B**)

WHEREFORE, Plaintiff Independent Contractors of MT, LLC prays this Court declare free and open access to policies identifying Independent Contractors of MT, LLC and/or Maverick Transportation Ind Cont. named insureds, schedules of operators and equipment these policies reference, and files of claims submitted under said policies.

Plaintiff Dorian West prays this Court declare free and open access to policies identifying Dorian West in schedules attached to these policies, including policy # ICP00136S, and all files related to claims he submitted pursuant to said policies, including File # S31925-M U01.

Plaintiffs further pray this Court order GWCC pay their fees, expenses, and any other relief this Court deems just and appropriate.

Respectfully submitted,

DAN FINNEY LAW

By: /s/ Daniel P Finney III

Daniel P. Finney III

MO Bar #57765

1310 Papin Ave

Ste 510

Saint Louis, MO 63103

Dan@danfinney.law

IN THE ASSOCIATE CIRCUIT COURT FOR THE 21st JUDICIAL CIRCUIT
ST. LOUIS COUNTY, MISSOURI

DORIAN WEST,)
)
 Plaintiff,)
)
 v.) Case No. 23SL-AC14270
)
 GREAT WEST CASUALTY COMPANY,)
)
 Defendant.)

AFFIDAVIT OF MARY ANDERSON

COMES NOW Mary Anderson, of sound mind and having attained the age of majority,
and hereby states as follows:

1. I am Senior Vice President, Treasurer, and Chief Financial Officer at Great West Casualty Company.
2. This affidavit is based upon my personal knowledge and information maintained in the ordinary course of business by or on behalf of Great West Casualty Company.
3. In my position with Great West Casualty Company, I am an authorized signatory for all checks issued by Great West.
4. My signature is automatically generated after approval for issuance of payment has been granted in connection with a claim.
5. Two checks issued in connection with the claim made by Dorian West are attached hereto to this Affidavit.
6. My automatically generated signature is represented on these checks.
7. I have no personal knowledge of the Dorian West claim.

8. Neither I nor Great West have control over who endorses or attempts to submit an endorsed check to a financial institution.

FURTHER AFFIANT SAYETH NAUGHT.

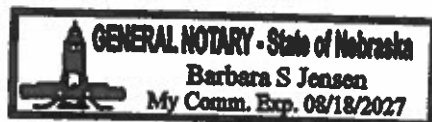
Executed this 2nd day of January, 2024.

Mary Anderson
By Mary Anderson
As representative of Great West Casualty Company

Subscribed and sworn to before me on this 2 day of January, 2024, by

Barbara S Jensen
Notary Public

My Commission Expires: 8/18/27



Case: 4:24-cv-00338-SEP

Doc. #: 1-1

Filed: 03/05/24

Page: 10 of 86 PageID #: 18

GREAT WEST CASUALTY COMPANY
1100 WEST 29TH STREET
SOUTH SIOUX CITY NE 68776

CHECK FOR
200

EXHIBIT 1

56-503
422

CHECK NO:
5702047

PAY TO THE
ORDER OF

DORIAN WEST AND MAVERICK LEASING LLC

DATE

03/07/23

AMOUNT

\$***108,150.00

*****108,150 DOLLARS 00 CENTS-----

PAYABLE FOR

POLICY NUMBER	CLAIM NUMBER	INSURED	DATE OF LOSS	
ICP00136S	S31926-M U01	MAVERICK TRANSPORTATION L	01/29/23	

U.S. Bank
MIAMISBURG, OHIO

VALID ONLY WITHIN
SIX MONTHS OF ISSUE

Mary Anderson

AUTHORIZED SIGNATURE



⑈005702047⑈ ⑆042205038⑆ 130111674474⑈

EXHIBIT 1

EXHIBIT 1

ENDORSE HERE
MAVERICK USA IN120 MAVERICK TRANSPORTATION
X FOR DEPOSIT ONLY

DO NOT WRITE IN THESE SPACES
FOR DEPOSIT ONLY

EXHIBIT 1

20230316900022510000100010

Case: 4:24-cv-00338-SEP

Doc. #: 1-1

Filed: 03/05/24

Page: 12 of 86 PageID #:

GREAT WEST CASUALTY COMPANY
1100 WEST 29TH STREET
SOUTH SIOUX CITY NE 68776

CHECK FOR
210

EXHIBIT 1

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422

CHECK NO
5706487

PAY TO THE ORDER OF MAVERICK TRANSPORTATION LLC IND CONT

*****12,830 DOLLARS 75 CENTS-----

PAYABLE FOR

POLICY NUMBER	CLAIM NUMBER	INSURED	DATE OF LOSS	
ICP00136S	S31926-M U01	MAVERICK TRANSPORTATION L	01/29/23	

U.S. Bank
MIAMISBURG, OHIO

VALID ONLY WITHIN
SIX MONTHS OF ISSUE

Mary Anderson

AUTHORIZED SIGNATURE



EXHIBIT 1

⑈005706487⑈ ⑆042205038⑆ 130111674474⑈

EXHIBIT 1

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DO NOT REMOVE, COPY, OR DESTROY
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Case 4:24-cv-00338-SEP Doc. #: 1-1 Filed: 03/05/24 Page: 13 of 86 PageID #: 21

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3043
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CLINE WOOD A MARSH & MCLENNAN AGY LLC
4300 W 133RD ST
LEAWOOD KS 66209

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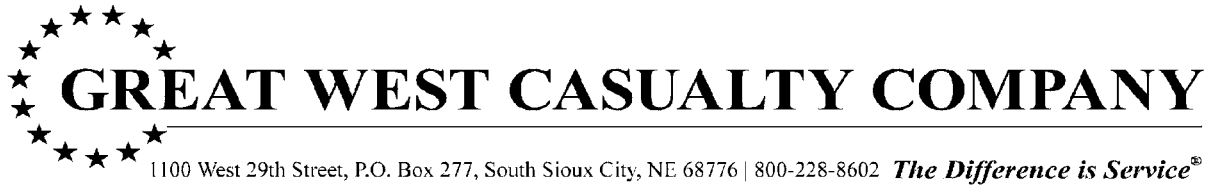
GREAT WEST CASUALTY COMPANY

MAVERICK TRANSPORTATION LLC IND CONT
PO BOX 15428
LITTLE ROCK AR 72231

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GREAT WEST CASUALTY COMPANY



COMMERCIAL LINES POLICY

Important!
REPORT ALL ACCIDENTS IMMEDIATELY
1-800-228-8040

OR CALL COLLECT
402-494-7321

*It is very important that you read your policy. If you have any questions,
Please call your Agent, or 1-800-228-8602.*



Policy No.: **ICP00136S**

Thank you for renewing your truck insurance coverages with Great West Casualty Company. We will continue doing our best to serve you.

Great West's policy conditions require all accidents be reported as soon as possible. We prefer an accident be reported by the driver(s) at the scene *no matter how minor*.

We have adjusters on duty *24 hours a day* so when you or your driver(s) call, immediate action can be taken. We believe "on the scene investigations" are important so we can document physical evidence before it disappears. **This gives us the opportunity to make certain your interests are protected.**

Our claims reporting number is 800-228-8040 (Canada 800-833-1846). If you need accident cards or decals bearing these numbers, please notify your agent immediately.

Thank you for your business. If you have any comments regarding Great West's service please contact me at **(800) 228-8042 OR (402) 494-7874**

Yours very truly,

GREAT WEST CASUALTY COMPANY

Eric Tompkins
Truck Underwriter

Enclosure

cc: Agent: **CLINE WOOD A MARSH & MCLENNAN AGY LLC 3043**
4300 W 133RD ST
LEAWOOD KS 66209



MAY 5 2022

ARKANSAS NOTICE To Policyholder

If you have any questions about this policy, please ask your insurance agent or us, your insurance company. Here are the addresses and phone numbers for you:

Your insurance agent is:

**CLINE WOOD A MARSH & MCLENNAN AGY LLC 3043
4300 W 133RD ST
LEAWOOD KS 66209**

Your insurance company is:

GREAT WEST CASUALTY COMPANY
1100 West 29th Street
P.O. Box 277
South Sioux City, Nebraska 68776-0277
800-228-8602
Contact Person: **Eric Tompkins**

If neither of us provide you with reasonable and adequate service, you should feel free to contact the:

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201
(501)-371-2640 or (800) 852-5494

IMPORTANT

05/05/22

MAVERICK TRANSPORTATION LLC IND CONT
13301 VALENTINE RD
NORTH LITTLE ROCK AR 72117

Policy No.: ICP00136S

Hello!

Please read your policy. I am always willing to answer any questions you may have.
Call me at (913) 451-3900

At your request, Great West will provide a listing of all your claims. This is one of the reasons I chose them to meet your insurance needs.

Please advise me of any vehicle or operation changes as soon as possible. Operation changes may include: buying or forming new organizations, securing brokerage authority, doing repair work for others, operating in different states, applying for new authority, hauling different commodities, or entering into contract or lease agreements. I also suggest you have your attorney and accountant review contracts, leases, and any other agreements transferring legal and financial obligations to you. We can change your insurance program to properly cover your exposures if needed.

Thank you.

Very truly yours,

CLINE WOOD A MARSH & MCLENNAN AGY LLC 3043
4300 W 133RD ST
LEAWOOD KS 66209

POLICY NUMBER: **ICP00136S**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM DETERMINATION –REPORTING BASIS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured MAVERICK TRANSPORTATION LLC IND CONT	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number

CLINE WOOD A MARSH & MCLENNAN AGY LLC

The premiums we are charging you are calculated monthly as follows:

Premium Basis	Rating Basis	Rate
VALUE	PER \$1000.00 OF VALUE	
	TRACTOR	2.800
	TRAILER	2.800

Estimated Premium: **\$267,542**
Deposit: **\$0**

Special Provisions, if any:

TERRORISM – INCLUDED

The following are provisions of the policy applicable to paying for your policy on a Reporting Basis:

A. PREMIUM BASIS

1. GROSS REVENUE

GROSS REVENUE means the total amount which you are entitled to for shipping or transporting property during the policy period regardless of whether you or another "motor carrier" originate the shipment. Gross Revenue includes the total amount received from the rental of equipment, with or without drivers. Gross Revenue does not include:

- a. Amounts you pay to railroads, steamship lines, airlines or other "motor carriers" operating under their own ICC or PUC permits.
- b. Advertising Revenue.
- c. Taxes which you collect as a separate item and remit directly to a governmental division.
- d. C.O.D. collections for cost of mail or merchandise including collection fees.
- e. Warehouse storage fees.

2. MILEAGE

MILEAGE means the total miles operated by all units, loaded or unloaded, during the policy period whether the shipment originates with you or another "motor carrier". Mileage shall include the total miles developed from the rental of equipment, with or without drivers.

3. NUMBER OF AUTOS

NUMBER OF AUTOS is all "autos" covered by the policy of the commercial type owned by or leased to you under a written agreement of not less than thirty (30) days, during the policy period.

4. VALUE

VALUE is the actual cash value of all "autos" covered by the policy.

5. SPECIAL RATE BASIS

SPECIAL RATE BASIS means any modification to any of the rate basis defined above. When used, SPECIAL RATE BASIS will be defined in the Special Provisions section on this endorsement.

B. ESTIMATED PREMIUM

ESTIMATED PREMIUM is the sum of each Rating Basis times the applicable Rate. The estimated premium we charge you for reporting form rating is based on exposures reported to us. Following the expiration of the policy, we will compute the final premium due when we determine your actual exposures. The estimated premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium is more than the final premium due, the First Named Insured will get a refund.

C. DEPOSIT

If a DEPOSIT is shown on the policy it is because the premium is subject to adjustment based upon the actual premium basis as compared to the estimated premium basis. As security for the payment of the premium due under the policy, you grant to us a security interest constituting a first lien on the funds provided to and held by us as a deposit.

We will have the sole right, without any further demand or notice, to apply the deposit against any premium due and owing to us under the policy during the term of the policy. The deposit will be held by us until the expiration of the policy and the final premium due us is calculated, at which time the deposit will be applied to any amounts due us as premium and the remaining funds will be returned to you.

D. REPORTING

You must give your report of premium basis and a check for the estimated premium to your agent by the 15th day of each month. Your reports will contain the value for the last business day of the preceding month. Failure to file your report and to pay estimated premium by the 15th day of each month may result in cancellation of the policy for nonpayment of premium.

When you fail to file your report, we will have the right without any further demand or notice, to estimate any premium due and owing to us under the policy. The estimate will be based on previous reports filed by you.

GREAT WEST CASUALTY COMPANY

A Stock Company
1100 West 29th Street, South Sioux City, NE 68776

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

POLICY NUMBER: **ICP00136S**

Renewal of Number: **ICP00136R**

Named Insured and Address:

**INDEPENDENT CONTRACTORS OF
MAVERICK TRANSPORTATION LLC
13301 VALENTINE RD
NORTH LITTLE ROCK AR 72117-9311**

Policy Period: From **MAY 1 2022** to **MAY 1 2023** at 12:01 A.M. Standard Time
at your address shown above.

Business Description: **MOTOR CARRIER - CORPORATION**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL AUTO COVERAGE - MOTOR CARRIER	INCLUDED

REPORTING POLICY

Total Policy PREMIUM	INCLUDED
-----------------------------	-----------------

Forms and endorsements made a part of this policy at time of issue:*

**DE00011213 DE00120521 GU49050521 GU49100187 GU49200520 GU49521010
PC00031211**

*Forms and Endorsements omitted if shown in specific Coverage Part Declarations.

Agent: **DENNIS (MIKE) M WOOD
CLINE WOOD A MARSH & MCLENNAN AGY LLC 3043
4300 W 133RD ST
LEAWOOD KS 66209**

In various places on our policy, we may use abbreviations. This is what they mean:

TERM	MEANS
ACV	Actual Cash Value
BI	Bodily Injury
Coll	Collision
Comp	Comprehensive
Cov	Coverage
DBA	Doing Business As
Ded	Deductible
Incl	Included
Ins	Insurance
Liab	Liability
Med Pay	Medical Payments
PD	Property Damage
Phys Damage	Physical Damage
PIP	Personal Injury Protection
PR/Co	Products/Completed Operations
Spec Perils	Specified Perils
UIM	Underinsured Motorists
UM	Uninsured Motorists

COMMERCIAL LINES POLICY SUPPLEMENTAL DECLARATIONS

POLICY NUMBER: **ICP00136S**

GREAT WEST CASUALTY COMPANY
P. O. Box 277, South Sioux City, NE 68776

EXTENDED SCHEDULE OF COVERAGES

This policy provides the following additional coverage(s). Please read the endorsement(s) for a complete description of coverage.

	PREMIUM
CA51350411 TERRORISM ENDORSEMENT	INCLUDED

SCHEDULE OF AUTOS

POLICY NUMBER: **ICP00136S**

GREAT WEST CASUALTY COMPANY

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
A0001	0000	REPORT VALUE	UL	LIABILITY.....	
TYPE		SERIAL NUMBER		PIP.....	
NON-DESCRIBED				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT DED	
				COMP	1,000 0
				SPEC PERILS	
				COLLISION	1,000 0
				CARGO	
ADD DATE:	5/01/22	CANCEL DATE:		PREMIUM FOR THIS AUTO	
CHANGE DATE:	5/05/22				
AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
				LIABILITY.....	
TYPE		SERIAL NUMBER		PIP.....	
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				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT DED	
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				COLLISION	
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FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT DED	
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CHANGE DATE:					

COMMERCIAL AUTO COVERAGE PART PHYSICAL DAMAGE COVERAGE FORM DECLARATIONS

POLICY NUMBER: **ICP00136S**

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, South Sioux City, NE 68776

ITEM ONE

Named Insured and Address:

MAVERICK TRANSPORTATION LLC IND CONT
13301 VALENTINE RD
NORTH LITTLE ROCK AR 72117

Policy Period: From **MAY 1 2022** to **MAY 1 2023** at 12:01 A.M. Standard Time
at your address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO: Schedule of Coverages and Covered "Autos"

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Auto Section of the Physical Damage Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Auto Section of the Physical Damage Coverage Form shows which "autos" are covered "autos")	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	59	LIMIT AND DEDUCTIBLE SEPARATELY STATED IN THE SCHEDULE OF AUTOS	INCLUDED
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE			
PHYSICAL DAMAGE COLLISION COVERAGE	59	LIMIT AND DEDUCTIBLE SEPARATELY STATED IN THE SCHEDULE OF AUTOS	INCLUDED

ITEM THREE: Covered "Autos" you own are shown on the Schedule of Autos**ITEM FOUR:** Schedule of Hired or Borrowed covered "auto" coverage and premiums.

Physical Damage Coverage. This coverage applies on a direct primary basis and for purposes of the condition entitled Other Insurance, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

COVERAGES	LIMIT OF INSURANCE The Limit of Insurance applies regardless of the number of covered hired or borrowed "autos" involved in the "loss". The most we will pay for all "loss" to covered hired or borrowed "autos" is the amount shown below.	PREMIUM
COMPREHENSIVE	"Actual Cash Value", Cost of Repairs or Deductible, with that Deductible applying to each covered "auto". whichever is less minus	
SPECIFIED CAUSES OF LOSS	"Actual Cash Value", Cost of Repairs or Deductible, with that Deductible applying to each covered "auto". whichever is less minus	
COLLISION	"Actual Cash Value", Cost of Repairs or Deductible, with that Deductible applying to each covered "auto". whichever is less minus	
PREMIUM FOR ENDORSEMENTS		
COVERAGE PART PREMIUM		INCLUDED

The following is a brief description of what the Covered "Auto" Symbols mean. Please read the Physical Damage Coverage Form for a complete description:

SYMBOL	DESCRIPTION
51	LEASED COMMERCIAL AUTOS
52	SPECIFIC LEASED COMMERCIAL AUTOS
53	HIRED COMMERCIAL AUTOS ONLY
54	HIRED PRIVATE PASSENGER TYPE AUTOS ONLY
55	
59	INDEPENDENT CONTRACTOR COMMERCIAL AUTOS
	Name of Motor Carrier:
	MAVERICK TRANSPORTATION LLC
	13301 VALENTINE RD
	NORTH LITTLE ROCK AR 72117
60	SPECIFIED HIRED COMMERCIAL AUTOS
62	OWNED AUTOS ONLY
64	OWNED COMMERCIAL AUTOS ONLY
67	SPECIFICALLY DESCRIBED AUTOS

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

CA12030522 CA50720411 CA51350411

*Other Forms and Endorsements for this Coverage Part omitted if shown elsewhere in the policy.

THIS POLICY DOES NOT PROVIDE BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE OR ANY OTHER COVERAGE FOR WHICH A SPECIFIC PREMIUM CHARGE IS NOT MADE, AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW.

POLICY NUMBER: **ICP00136S****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****TERRORISM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured MAVERICK TRANSPORTATION LLC IND CONT	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number

CLINE WOOD A MARSH & MCLENNAN AGY LLC**PREMIUM: INCLUDED**

- A.** We will pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism".
- B. Application Of Other Exclusions**
- The terms and limitations of this endorsement do not create coverage for any "loss" which would otherwise be excluded under this Coverage Part, such as "losses" excluded by a Nuclear Hazard Exclusion or a War Exclusion.
- C.** Any deductible or retained amount in this Coverage Part shall not apply to "any injury, damage, loss or expense" caused by an act of "terrorism".
- D.** The following definitions are added and apply under this endorsement:
- 1. "Terrorism"** means activities against persons, organizations or property of any nature:
 - a.** That involve the following or preparation for the following:
 - (1)** Use or threat of force or violence; or
 - (2)** Commission or threat of a dangerous act; or
 - (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - 2. "Any injury, damage, loss or expense"** means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.
- b.** When one or both of the following applies:
- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

POLICY NUMBER: **ICP00136S**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AFTER MARKET PARTS NOTICE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured MAVERICK TRANSPORTATION LLC IND CONT	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number

CLINE WOOD A MARSH & MCLENNAN AGY LLC

The following statement is added to the policy:

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, So. Sioux City, NE 68776
POLICY NUMBER: **ICP00136S**

COMMERCIAL AUTO COVERAGE PART ARKANSAS PHYSICAL DAMAGE COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations - Item One. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

51= LEASED COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" leased by you under a written lease agreement of 30 days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

52= SPECIFIC LEASED COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" shown on a Schedule on file with us that are leased by you under a written lease agreement of 30 days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

53= HIRED COMMERCIAL AUTOS ONLY. Only those trucks and tractors you lease, hire, rent or borrow without a driver for 30 days or less and those "trailers" you lease, hire, rent or borrow. If the truck, tractor or "trailer" appears on the Policy's Schedule of Autos, then that truck, tractor or "trailer" shall not be considered a covered "auto" under this coverage Symbol.

54= HIRED PRIVATE PASSENGER TYPE AUTOS ONLY. Only those "private passenger type" "autos" you hire, rent or borrow without a driver.

55= See the Declarations for the description of this symbol.

59= INDEPENDENT CONTRACTOR

COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" on file with us that are leased by the "motor carrier" shown in the Declarations under this symbol and only while under a written lease agreement of 30 days or more. This includes only those "autos" for which a premium has been paid for the coverages offered by the Policy and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

60= SPECIFIED HIRED COMMERCIAL AUTOS.

Only those trucks and tractors you lease, hire, rent or borrow without a driver for 30 days or less and those "trailers" you lease, hire, rent or borrow. This includes only those "autos" for which a premium has been paid for the coverage.

62= OWNED AUTOS ONLY. Only the "autos" you own (and for Covered Autos Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the Policy begins.

64= OWNED COMMERCIAL AUTOS ONLY.

Only those trucks, tractors and "trailers" you own. This includes those trucks, tractors and "trailers" you acquire ownership of after the Policy begins. For purposes of this symbol, an "auto" that is leased to you without a driver:

- a. under a written agreement for more than 30 days; or
 - b. that results in you possessing the "auto" for a continuous period of more than 30 days,
- will be considered an owned commercial "auto".

67= SPECIFICALLY DESCRIBED AUTOS. Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you do not own while connected to a power unit described in Item Three).

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

- 1. If Symbols 62 or 64 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
- 2. But, if Symbol 67 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:

- a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
- b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. If Collision Coverage, Comprehensive Coverage or Specified Causes of Loss Coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- 1. Breakdown;
- 2. Repair; or
- 3. Servicing.

SECTION IV –PHYSICAL DAMAGE COVERAGE

A. COVERAGE

- 1. We will pay for "loss" to a covered "auto" or its equipment under:
 - a. **Comprehensive Coverage**
From any cause except:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.
 - b. **Specified Causes of Loss Coverage**
Caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Fluids Extension

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

3. Towing

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

4. Glass Breakage –Hitting a Bird or Animal – Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

5. Coverage Extensions

a. Transportation Expenses

We will pay up to \$30 per day to a maximum of \$900 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Contractual Expenses

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle while it is being repaired.

However, the most we will pay is \$30 per day, to a maximum of \$900. This coverage does not apply to shipping containers.

6. Downtime Coverage

For any covered physical damage "loss" to a covered "auto", we will provide "downtime" coverage beginning 35 days after all the conditions in the "downtime period" have been met.

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such a contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- c. Tapes, records, discs or other audio, visual or data devices designed for use with audio, visual or data electronic equipment.
- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.

- e. Any sound and/or video reproducing equipment including antennas and other accessories unless it is designed to be operated solely by use of the power from the "auto's" electrical system and at the time of "loss" is permanently installed in or upon the covered "auto" or removable from a housing unit which is permanently installed in or upon the covered "auto".
 - f. Except for those listed in Paragraph e. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include any equipment designed to be operated solely by the use of the power from the "auto's" electrical system that is necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.
 - g. Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".
- 3. Except as provided in Paragraphs A.5.b. and A.6. above, we will not pay for loss of use.
 - 4. We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.
 - 5. We will not pay for "loss" of fuel.
 - 6. We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.
 - 7. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical, structural or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".
 - 8. We will not pay for "loss" to a covered "auto" due to "diminution in value".

- 9. No "downtime" coverage applies:
 - a. For the theft of a covered "auto".
 - b. In the event of a total "loss" to a covered "auto".
 - c. While there are spare or reserve "autos" available to you for your operation.
- 10. We will not pay for "loss" to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

C. LIMITS OF INSURANCE

- 1. The most we will pay for:

"Loss" to any one covered "auto" is the lesser of:

 - a. The "actual cash value" of the damaged or stolen property as of the time of "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the Policy.
- 2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- 4. **Downtime Coverage**
 - a. We will pay \$450 per week per "auto" for each seven (7) calendar days of the "downtime period" for which "downtime" coverage applies. For any remaining calendar days for which "downtime" coverage applies, we will pay the amount on a pro-rated basis.
 - b. "Downtime" coverage is subject to a maximum of eight (8) weeks per "loss".

D. DEDUCTIBLE

For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance.

SECTION V – MOTOR CARRIER CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions.

A. LOSS CONDITIONS**1. APPRAISAL FOR PHYSICAL DAMAGE LOSS**

If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the "loss" appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will not be binding on either party.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM OR LOSS

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Cooperate with us in the investigation or settlement of the claim.

- (3) Send us a signed, sworn proof of "loss" containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.
- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

4. LOSS PAYMENT – PHYSICAL DAMAGE COVERAGES

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or

- c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss" or total "loss". When the property is a total "loss" and the "actual cash value" exceeds the stated limit of insurance, we will prorate the salvage value such that both parties receive their share. Each share of the salvage is determined by the proportion between the stated limit of insurance and the "actual cash value". Our share of the salvage is the same proportion that the stated limit of insurance bears to the "actual cash value". Your share of the salvage is the same proportion that the amount in excess of the stated limit of insurance bears to the "actual cash value". If you want to keep your damaged property, then the amount we pay will be reduced by our share of the salvage value of the damaged property.

If the "loss" is a total "loss", our payment will include the applicable sales tax and fees for the damaged or stolen property up to the stated limit of insurance.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us, creating what is commonly referred to as a subrogation right. That person or organization must do everything necessary to secure our rights and must do nothing to impair them, including execution of all appropriate papers to cause repayment to us. If a third party, including any other insurance carrier of the insured, pays an insured as a result of judgment, arbitration, settlement or other arrangement for damages sustained by the insured for which payments were made under the Policy, the insured agrees to repay us for all amounts paid. We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" sustained.

We will not be responsible for any expenses, fees, costs, or other monies incurred by the attorney for the insured commonly known as the common fund doctrine. The insured is specifically prohibited from incurring any expenses, costs, or fees on behalf of us in pursuit of its rights of recovery against a third party. No court costs, expert's fees, attorney's fees, filing fees, or other costs and expenses may be deducted from our recovery without our prior express written consent.

Our right of subrogation and reimbursement will not be affected, reduced, or eliminated by the made whole doctrine or any other equitable doctrine or law which requires an insured to be made whole before subrogation rights are allowed.

B. GENERAL CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your Policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS

- a. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- b. Except as provided in Paragraph a. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you do not own.
- c. For Hired Auto Physical Damage Coverage, any covered "auto" you hire, lease, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- d. When this Coverage Form and any other Coverage Form, policy or self-insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self-insurance covering on the same basis.
- e. When the following applies:
- (1) This Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" in a given "accident"; and:
 - (2) This Coverage Form provides coverage to an "insured" who:
 - (a) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or
 - (b) Is a duly licensed "auto" dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or
 - (c) Is a duly licensed "auto" dealer and loans the "auto" out for use as a demonstrator "auto"; and
 - (3) The Other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph (2) (a), (b) or (c) above, and who, at the time of the "accident" is operating an "auto" provided by a business described in Paragraph (2) (a), (b) or (c) above;

Then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in Paragraph e.(3).

6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) The coverage territory is extended to anywhere else in the world if a covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a suit on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If this Policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".

SECTION VI – DEFINITIONS

- A. "Accident"** includes continuous or repeated exposure to the same conditions resulting in "property damage".
- B. "Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.
- C. "Auto"** means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment"; or
 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
- D. "Diminution in value"** means the actual or perceived loss in market value or resale value which results from a "loss".
- E. "Downtime"** means the time a covered "auto" is out of service for repair and in the custody of a repair facility.
- F. "Downtime period"** begins on the first day that each of the following conditions are met:
1. We have given you our agreement to pay for final repairs;
 2. You have given the repair facility your authorization for final repairs; and
 3. The covered "auto" is out of service for repair and in the custody of a repair facility.
- The "downtime period" ends when repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "downtime period" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.
- G. "Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
- H. "Insured"** means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim is brought.
- I. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss"** means direct and accidental "loss" or damage.
- K. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
 - a. The unlicensed vehicle is being taken for maintenance or repair; or
 - b. The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented "trailers" requiring maintenance or repair;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above, maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment.
- L. **"Motor Carrier"** means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.
- M. **"Occupying"** means in, upon, getting in, on, out or off.
- N. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- O. **"Property damage"** means damage to or loss of use of tangible property.
- P. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- Q. **"Trailer"** includes a semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.

For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.
- R. **"Transportation network platform"** means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

POLICY NUMBER: **ICP00136S****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SINGLE DEDUCTIBLE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART - CARGO COVERAGE

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured MAVERICK TRANSPORTATION LLC IND CONT	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number

CLINE WOOD A MARSH & MCLENNAN AGY LLC**A. Section IV. - Deductible in the Commercial Auto Coverage Part is changed to read as follows:**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance.

If you have a "loss" to more than one covered "auto" when such "autos" are attached to one another at the time of "loss", then only the highest single deductible for any of the covered "autos" attached to one another and involved in the "loss" will apply.

B. The following is added to Section I. - Deductible in the Commercial Inland Marine Coverage Part - Cargo Coverage:

If the "covered property" is on a covered "auto" at the time of the "loss", and there is a "loss" to both the "covered property" and at least one covered "auto", then only:

- a. The deductible shown on the Declarations, or
- b. The applicable deductible on the Commercial Auto Coverage Part, whichever is higher, will apply.

If there is no "loss" to any covered "auto" or the "covered property" is not on the "auto" at the time of the "loss", then the deductible shown on the Declarations shall apply.

POLICY NUMBER: **ICP00136S****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL UMBRELLA COVERAGE PART
 TRUCKERS EXCESS POLICY

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured MAVERICK TRANSPORTATION LLC IND CONT	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number

CLINE WOOD A MARSH & MCLENNAN AGY LLC

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an "insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material"
 - (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or
 - (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the

United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

- a. **"Hazardous properties"** include radioactive, toxic or explosive properties;
- b. **"Nuclear material"** means "source material", "Special nuclear material" or "by-product material";
- c. **"Source material"**, "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- d. **"Spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- e. **"Waste"** means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
- f. **"Nuclear facility"** means:
 - (1) Any "nuclear reactor";
 - (2) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- g. **"Nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- h. **"Property damage"** includes all forms of radioactive contamination of property.

POLICY NUMBER: **ICP00136S**

ARKANSAS COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 20 days before the effective date of cancellation if we cancel for any other reason.
3. a. When this policy is in effect more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance.
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any "insured" property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6) A material violation of a material provision of the policy.

b. Subject to Paragraph 3.c. below, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy.

c. The following applies to the Commercial Auto Coverage Part:

We will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. MULTI-YEAR POLICIES

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declaration is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

E. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

F. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person

or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

G. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

H. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

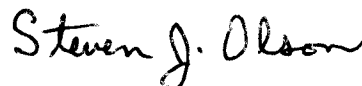
Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President

Sort Date Entries: Descending Ascending

Display Options: All Entries ▼

02/05/2024

Summons Issued-Associate

Document ID: 24-ADSM-2574, for GREAT WEST CASUALTY COMPANY Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.

Hearing Scheduled

Scheduled For: 03/06/2024; 9:00 AM; JASON ANDREW DENNEY; St Louis County

Judge Assigned

31W

02/04/2024

Filing Info Sheet eFiling

Filed By: DANIEL PATRICK FINNEY III

Pet Filed in Associate Ct

Petition for Declaratory Judgment; Exhibit A; Exhibit B.

Filed By: DANIEL PATRICK FINNEY III

On Behalf Of: INDEPENDENT CONTRACTORS OF MAVERICK TRANSPORTATION, LLC, DORIAN WEST

IN THE ASSOCIATE CIRCUIT COURT FOR THE 21st JUDICIAL CIRCUIT
SAINT LOUIS COUNTY, MISSOURI

Independent Contractors of)
Maverick Transportation, LLC)
d/b/a)
Maverick Transportation LLC Ind Cont.)
And)
Dorian West,)
Plaintiffs,)
v.) Cause #
Great West Casualty Company,)
Division #
Serve:)
301 W. High Street)
Suite 530)
Jefferson City, MO 65101)
Defendant.)

PETITION FOR DECLARATORY JUDGMENT

COME NOW, Plaintiffs Independent Contractors of Maverick Transportation, LLC and Dorian West, by and through undersigned counsel, pursuant to Rule 87.02, and for this Petition for Declaratory Judgment against Defendant Great West Casualty Company, state as follows:

PARTIES

1. Plaintiff Independent Contractors of Maverick Transportation, LLC (hereinafter “Independent Contractors of MT, LLC”) is a limited liability company registered with the State of Missouri.
2. Independent Contractors of MT, LLC is registered with the State of Missouri to do business as “Maverick Transportation LLC Ind Cont.”
3. Independent Contractors of MT, LLC is domiciled in Saint Louis County, MO.

4. Plaintiff Dorian West is an individual domiciled in Saint Louis County, MO.

5. Defendant Great West Casualty Company (hereinafter “GWCC”) is an insurance company registered with the Missouri Department of Insurance, doing business in Saint Louis County, MO.

JURISDICTION

6. This matter presents an actual and judicable controversy amongst the parties regarding insurance policies GWCC issued.

7. The Court is vested with the power to declare rights, status, and other legal relations pursuant to RSMo § 527.010.

VENUE

8. Venue is proper pursuant to RSMo § 508.010(4).

FACTS

9. Maverick Transportation, LLC (hereinafter “the carrier”) is a limited liability company.

10. Maverick Leasing, LLC (hereinafter “the leasing company”) is a limited liability company.

11. The carrier employs equipment operators.

12. The leasing company leases equipment to operators the carrier employs.

13. The carrier deducts premiums from compensation owed operators.

14. The carrier tenders these premiums to GWCC, in exchange for insurance policies identifying Independent Contractors of MT, LLC and/or Maverick Transportation Ind Cont., the named insured(s) in the policies.

15. These policies reference schedules of operators on file with GWCC.

16. These policies insure operators against losses resulting from damage to equipment

the leasing company owns, when operated for the carrier.

17. These policies insure the leasing company against losses resulting from damage to its equipment as “loss payee”.

18. These policies do not insure the carrier.

19. Dorian West is an equipment operator.

20. Dorian West is a member of Independent Contractors of MT, LLC.

21. The carrier employed Dorian West.

22. The leasing company leased equipment to Dorian West.

23. GWWC issued policy # ICP00136S identifying Independent Contractors of MT, LLC and/or Maverick Transportation Ind Cont., the first named insureds. (**EXHIBIT A**)

24. GWCC identified Dorian West an operator insured against losses resulting from damage to a 2020 Freightliner Cascadia (hereinafter “the Freightliner”), under policy #ICP00136S, in a schedule on file with GWWC.

25. Dorian West filed a claim under policy # ICP00136S seeking recovery of losses resulting from damage to the Freightliner. (hereinafter “File # S31925-M U01”).

26. GWCC tendered proceeds under File # S31925-M U01 in the form of a check payable to “Dorian West and Maverick Leasing, LLC.” (See **EXHIBIT B**)

27. GWCC tendered additional proceeds under File # S31925-M U01 in the form of a check made payable to “Maverick Transportation LLC Ind Cont.” (See **EXHIBIT B**)

WHEREFORE, Plaintiff Independent Contractors of MT, LLC prays this Court declare free and open access to policies identifying Independent Contractors of MT, LLC and/or Maverick Transportation Ind Cont. named insureds, schedules of operators and equipment these policies reference, and files of claims submitted under said policies.

Plaintiff Dorian West prays this Court declare free and open access to policies identifying Dorian West in schedules attached to these policies, including policy # ICP00136S, and all files related to claims he submitted pursuant to said policies, including File # S31925-M U01.

Plaintiffs further pray this Court order GWCC pay their fees, expenses, and any other relief this Court deems just and appropriate.

Respectfully submitted,

DAN FINNEY LAW

By: /s/ Daniel P Finney III

Daniel P. Finney III

MO Bar #57765

1310 Papin Ave

Ste 510

Saint Louis, MO 63103

Dan@danfinney.law

MAVERICK TRANSPORTATION LLC IND CONT
PO BOX 15428
LITTLE ROCK AR 72231

(fold line)

GREAT WEST CASUALTY COMPANY



COMMERCIAL LINES POLICY

Important!
REPORT ALL ACCIDENTS IMMEDIATELY
1-800-228-8040

OR CALL COLLECT
402-494-7321

*It is very important that you read your policy. If you have any questions,
Please call your Agent, or 1-800-228-8602.*



GREAT WEST CASUALTY COMPANY

The Difference is Service®

Policy No.: **ICP00136S**

Thank you for renewing your truck insurance coverages with Great West Casualty Company. We will continue doing our best to serve you.

Great West's policy conditions require all accidents be reported as soon as possible. We prefer an accident be reported by the driver(s) at the scene *no matter how minor*.

We have adjusters on duty *24 hours a day* so when you or your driver(s) call, immediate action can be taken. We believe "on the scene investigations" are important so we can document physical evidence before it disappears. **This gives us the opportunity to make certain your interests are protected.**

Our claims reporting number is 800-228-8040 (Canada 800-833-1846). If you need accident cards or decals bearing these numbers, please notify your agent immediately.

Thank you for your business. If you have any comments regarding Great West's service please contact me at **(800) 228-8042 OR (402) 494-7874**

Yours very truly,

GREAT WEST CASUALTY COMPANY

Eric Tompkins
Truck Underwriter

Enclosure

cc: Agent: **CLINE WOOD A MARSH & MCLENNAN AGY LLC 3043**
4300 W 133RD ST
LEAWOOD KS 66209



GREAT WEST CASUALTY COMPANY

The Difference is Service®

MAY 5 2022

ARKANSAS NOTICE

To Policyholder

If you have any questions about this policy, please ask your insurance agent or us, your insurance company. Here are the addresses and phone numbers for you:

Your insurance agent is:

**CLINE WOOD A MARSH & MCLENNAN AGY LLC 3043
4300 W 133RD ST
LEAWOOD KS 66209**

Your insurance company is:

GREAT WEST CASUALTY COMPANY

1100 West 29th Street

P.O. Box 277

South Sioux City, Nebraska 68776-0277

800-228-8602

Contact Person: **Eric Tompkins**

If neither of us provide you with reasonable and adequate service, you should feel free to contact the:

Arkansas Insurance Department

1200 West Third Street

Little Rock, Arkansas 72201

(501)-371-2640 or (800) 852-5494

IMPORTANT

05/05/22

MAVERICK TRANSPORTATION LLC IND CONT
13301 VALENTINE RD
NORTH LITTLE ROCK AR 72117

Policy No.: **ICP00136S**

Hello!

Please read your policy. I am always willing to answer any questions you may have.

Call me at **(913) 451-3900**

At your request, Great West will provide a listing of all your claims. This is one of the reasons I chose them to meet your insurance needs.

Please advise me of any vehicle or operation changes as soon as possible. Operation changes may include: buying or forming new organizations, securing brokerage authority, doing repair work for others, operating in different states, applying for new authority, hauling different commodities, or entering into contract or lease agreements. I also suggest you have your attorney and accountant review contracts, leases, and any other agreements transferring legal and financial obligations to you. We can change your insurance program to properly cover your exposures if needed.

Thank you.

Very truly yours,

CLINE WOOD A MARSH & MCLENNAN AGY LLC 3043
4300 W 133RD ST
LEAWOOD KS 66209

POLICY NUMBER: **ICP00136S**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM DETERMINATION –REPORTING BASIS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured MAVERICK TRANSPORTATION LLC IND CONT	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number

CLINE WOOD A MARSH & MCLENNAN AGY LLC

The premiums we are charging you are calculated monthly as follows:

Premium Basis	Rating Basis	Rate
VALUE	PER \$1000.00 OF VALUE	TRACTOR TRAILER
		2.800
		2.800

Estimated Premium: **\$267,542**
Deposit: **\$0**

Special Provisions, if any:

TERRORISM – INCLUDED

The following are provisions of the policy applicable to paying for your policy on a Reporting Basis:

A. PREMIUM BASIS

1. GROSS REVENUE

GROSS REVENUE means the total amount which you are entitled to for shipping or transporting property during the policy period regardless of whether you or another "motor carrier" originate the shipment. Gross Revenue includes the total amount received from the rental of equipment, with or without drivers. Gross Revenue does not include:

- a. Amounts you pay to railroads, steamship lines, airlines or other "motor carriers" operating under their own ICC or PUC permits.
- b. Advertising Revenue.
- c. Taxes which you collect as a separate item and remit directly to a governmental division.
- d. C.O.D. collections for cost of mail or merchandise including collection fees.
- e. Warehouse storage fees.

2. MILEAGE

MILEAGE means the total miles operated by all units, loaded or unloaded, during the policy period whether the shipment originates with you or another "motor carrier". Mileage shall include the total miles developed from the rental of equipment, with or without drivers.

3. NUMBER OF AUTOS

NUMBER OF AUTOS is all "autos" covered by the policy of the commercial type owned by or leased to you under a written agreement of not less than thirty (30) days, during the policy period.

4. VALUE

VALUE is the actual cash value of all "autos" covered by the policy.

5. SPECIAL RATE BASIS

SPECIAL RATE BASIS means any modification to any of the rate basis defined above. When used, SPECIAL RATE BASIS will be defined in the Special Provisions section on this endorsement.

B. ESTIMATED PREMIUM

ESTIMATED PREMIUM is the sum of each Rating Basis times the applicable Rate. The estimated premium we charge you for reporting form rating is based on exposures reported to us. Following the expiration of the policy, we will compute the final premium due when we determine your actual exposures. The estimated premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium is more than the final premium due, the First Named Insured will get a refund.

C. DEPOSIT

If a DEPOSIT is shown on the policy it is because the premium is subject to adjustment based upon the actual premium basis as compared to the estimated premium basis. As security for the payment of the premium due under the policy, you grant to us a security interest constituting a first lien on the funds provided to and held by us as a deposit.

We will have the sole right, without any further demand or notice, to apply the deposit against any premium due and owing to us under the policy during the term of the policy. The deposit will be held by us until the expiration of the policy and the final premium due us is calculated, at which time the deposit will be applied to any amounts due us as premium and the remaining funds will be returned to you.

D. REPORTING

You must give your report of premium basis and a check for the estimated premium to your agent by the 15th day of each month. Your reports will contain the value for the last business day of the preceding month. Failure to file your report and to pay estimated premium by the 15th day of each month may result in cancellation of the policy for nonpayment of premium.

When you fail to file your report, we will have the right without any further demand or notice, to estimate any premium due and owing to us under the policy. The estimate will be based on previous reports filed by you.

GREAT WEST CASUALTY COMPANY

A Stock Company

1100 West 29th Street, South Sioux City, NE 68776

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

POLICY NUMBER: **ICP00136S**

Renewal of Number: **ICP00136R**

Named Insured and Address:

**INDEPENDENT CONTRACTORS OF
MAVERICK TRANSPORTATION LLC
13301 VALENTINE RD
NORTH LITTLE ROCK AR 72117-9311**

Policy Period: From **MAY 1 2022** to **MAY 1 2023** at 12:01 A.M. Standard Time
at your address shown above.

Business Description: **MOTOR CARRIER - CORPORATION**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL AUTO COVERAGE - MOTOR CARRIER	INCLUDED

REPORTING POLICY

Total Policy PREMIUM	INCLUDED
-----------------------------	-----------------

Forms and endorsements made a part of this policy at time of issue:*

**DE00011213 DE00120521 GU49050521 GU49100187 GU49200520 GU49521010
PC00031211**

*Forms and Endorsements omitted if shown in specific Coverage Part Declarations.

Agent: **DENNIS (MIKE) M WOOD
CLINE WOOD A MARSH & MCLENNAN AGY LLC 3043
4300 W 133RD ST
LEAWOOD KS 66209**

In various places on our policy, we may use abbreviations. This is what they mean:

TERM	MEANS
ACV	Actual Cash Value
BI	Bodily Injury
Coll	Collision
Comp	Comprehensive
Cov	Coverage
DBA	Doing Business As
Ded	Deductible
Incl	Included
Ins	Insurance
Liab	Liability
Med Pay	Medical Payments
PD	Property Damage
Phys Damage	Physical Damage
PIP	Personal Injury Protection
PR/Co	Products/Completed Operations
Spec Perils	Specified Perils
UIM	Underinsured Motorists
UM	Uninsured Motorists

COMMERCIAL LINES POLICY

SUPPLEMENTAL DECLARATIONS

POLICY NUMBER: **ICP00136S**

GREAT WEST CASUALTY COMPANY
P. O. Box 277, South Sioux City, NE 68776

EXTENDED SCHEDULE OF COVERAGES

This policy provides the following additional coverage(s). Please read the endorsement(s) for a complete description of coverage.

CA51350411 TERRORISM ENDORSEMENT	PREMIUM INCLUDED
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SCHEDULE OF AUTOS

POLICY NUMBER: ICP00136S

GREAT WEST CASUALTY COMPANY

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
A0001	0000	REPORT VALUE	UL	LIABILITY.....	
				PIP.....	
TYPE				MED PAY.....	
NON-DESCRIBED				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	1,000 0
				SPEC PERILS	
				COLLISION	1,000 0
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: 5/01/22 CANCEL DATE:
 CHANGE DATE: 5/05/22

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
				LIABILITY.....	
				PIP.....	
TYPE				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: CANCEL DATE:
 CHANGE DATE:

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
				LIABILITY.....	
				PIP.....	
TYPE				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: CANCEL DATE:
 CHANGE DATE:

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
				LIABILITY.....	
				PIP.....	
TYPE				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: CANCEL DATE:
 CHANGE DATE:

AUTO	YEAR	MAKE	RADIUS	COVERAGE	PREMIUM
				LIABILITY.....	
				PIP.....	
TYPE				MED PAY.....	
				UM.....	
				UIM.....	
FOR PHYSICAL DAMAGE LOSS WE WILL PAY YOU AND:				LIMIT	DED
				COMP	
				SPEC PERILS	
				COLLISION	
				CARGO	
				PREMIUM FOR THIS AUTO	

ADD DATE: CANCEL DATE:
 CHANGE DATE:

COMMERCIAL AUTO COVERAGE PART PHYSICAL DAMAGE COVERAGE FORM DECLARATIONS

POLICY NUMBER: **ICP00136S**

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, South Sioux City, NE 68776

ITEM ONE

Named Insured and Address:

MAVERICK TRANSPORTATION LLC IND CONT
13301 VALENTINE RD
NORTH LITTLE ROCK AR 72117

Policy Period: From **MAY 1 2022** to **MAY 1 2023** at 12:01 A.M. Standard Time
at your address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO: Schedule of Coverages and Covered "Autos"

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Auto Section of the Physical Damage Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Auto Section of the Physical Damage Coverage Form shows which "autos" are covered "autos")	LIMIT OF INSURANCE THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	59	LIMIT AND DEDUCTIBLE SEPARATELY STATED IN THE SCHEDULE OF AUTOS	INCLUDED
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE			
PHYSICAL DAMAGE COLLISION COVERAGE	59	LIMIT AND DEDUCTIBLE SEPARATELY STATED IN THE SCHEDULE OF AUTOS	INCLUDED

ITEM THREE: Covered "Autos" you own are shown on the Schedule of Autos**ITEM FOUR:** Schedule of Hired or Borrowed covered "auto" coverage and premiums.

Physical Damage Coverage. This coverage applies on a direct primary basis and for purposes of the condition entitled Other Insurance, any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

COVERAGES	LIMIT OF INSURANCE The Limit of Insurance applies regardless of the number of covered hired or borrowed "autos" involved in the "loss". The most we will pay for all "loss" to covered hired or borrowed "autos" is the amount shown below.	PREMIUM
COMPREHENSIVE	"Actual Cash Value", Cost of Repairs or Deductible, with that Deductible applying to each covered "auto". whichever is less minus	
SPECIFIED CAUSES OF LOSS	"Actual Cash Value", Cost of Repairs or Deductible, with that Deductible applying to each covered "auto". whichever is less minus	
COLLISION	"Actual Cash Value", Cost of Repairs or Deductible, with that Deductible applying to each covered "auto". whichever is less minus	
PREMIUM FOR ENDORSEMENTS		
COVERAGE PART PREMIUM		INCLUDED

The following is a brief description of what the Covered "Auto" Symbols mean. Please read the Physical Damage Coverage Form for a complete description:

SYMBOL

DESCRIPTION

- 51 LEASED COMMERCIAL AUTOS
- 52 SPECIFIC LEASED COMMERCIAL AUTOS
- 53 HIRED COMMERCIAL AUTOS ONLY
- 54 HIRED PRIVATE PASSENGER TYPE AUTOS ONLY
- 55
- 59 INDEPENDENT CONTRACTOR COMMERCIAL AUTOS
- Name of Motor Carrier:
- MAVERICK TRANSPORTATION LLC**
13301 VALENTINE RD
NORTH LITTLE ROCK AR 72117
- 60 SPECIFIED HIRED COMMERCIAL AUTOS
- 62 OWNED AUTOS ONLY
- 64 OWNED COMMERCIAL AUTOS ONLY
- 67 SPECIFICALLY DESCRIBED AUTOS

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:*

CA12030522 CA50720411 CA51350411

*Other Forms and Endorsements for this Coverage Part omitted if shown elsewhere in the policy.

THIS POLICY DOES NOT PROVIDE BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE OR ANY OTHER COVERAGE FOR WHICH A SPECIFIC PREMIUM CHARGE IS NOT MADE, AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW.

POLICY NUMBER: **ICP00136S**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured MAVERICK TRANSPORTATION LLC IND CONT	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number

CLINE WOOD A MARSH & MCLENNAN AGY LLC

PREMIUM: INCLUDED

- A.** We will pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism".
- B. Application Of Other Exclusions**
- The terms and limitations of this endorsement do not create coverage for any "loss" which would otherwise be excluded under this Coverage Part, such as "losses" excluded by a Nuclear Hazard Exclusion or a War Exclusion.
- C.** Any deductible or retained amount in this Coverage Part shall not apply to "any injury, damage, loss or expense" caused by an act of "terrorism".
- D.** The following definitions are added and apply under this endorsement:
- 1. "Terrorism"** means activities against persons, organizations or property of any nature:
 - a.** That involve the following or preparation for the following:
 - (1)** Use or threat of force or violence; or
 - (2)** Commission or threat of a dangerous act; or
 - (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - 2. "Any injury, damage, loss or expense"** means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.
- b.** When one or both of the following applies:
- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

POLICY NUMBER: **ICP00136S**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AFTER MARKET PARTS NOTICE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement Effective
MAVERICK TRANSPORTATION LLC IND CONT	MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number

CLINE WOOD A MARSH & MCLENNAN AGY LLC

The following statement is added to the policy:

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

GREAT WEST CASUALTY COMPANY
1100 West 29th Street, So. Sioux City, NE 68776
POLICY NUMBER: **ICP00136S**

COMMERCIAL AUTO COVERAGE PART

ARKANSAS PHYSICAL DAMAGE COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations - Item One. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

51= LEASED COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" leased by you under a written lease agreement of 30 days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

52= SPECIFIC LEASED COMMERCIAL AUTOS. Only those trucks, tractors and "trailers" shown on a Schedule on file with us that are leased by you under a written lease agreement of 30 days or more and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

53= HIRED COMMERCIAL AUTOS ONLY. Only those trucks and tractors you lease, hire, rent or borrow without a driver for 30 days or less and those "trailers" you lease, hire, rent or borrow. If the truck, tractor or "trailer" appears on the Policy's Schedule of Autos, then that truck, tractor or "trailer" shall not be considered a covered "auto" under this coverage Symbol.

54= HIRED PRIVATE PASSENGER TYPE AUTOS ONLY. Only those "private passenger type" "autos" you hire, rent or borrow without a driver.

55= See the Declarations for the description of this symbol.

59= INDEPENDENT CONTRACTOR COMMERCIAL AUTOS.

Only those trucks, tractors and "trailers" on file with us that are leased by the "motor carrier" shown in the Declarations under this symbol and only while under a written lease agreement of 30 days or more. This includes only those "autos" for which a premium has been paid for the coverages offered by the Policy and only while the lease is in force. If the lease is cancelled or expires then no coverage shall apply.

60= SPECIFIED HIRED COMMERCIAL AUTOS.

Only those trucks and tractors you lease, hire, rent or borrow without a driver for 30 days or less and those "trailers" you lease, hire, rent or borrow. This includes only those "autos" for which a premium has been paid for the coverage.

62= OWNED AUTOS ONLY. Only the "autos" you own (and for Covered Autos Liability Coverage any "trailers" you do not own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the Policy begins.

64= OWNED COMMERCIAL AUTOS ONLY.

Only those trucks, tractors and "trailers" you own. This includes those trucks, tractors and "trailers" you acquire ownership of after the Policy begins. For purposes of this symbol, an "auto" that is leased to you without a driver:

- a. under a written agreement for more than 30 days; or
- b. that results in you possessing the "auto" for a continuous period of more than 30 days,

will be considered an owned commercial "auto".

67= SPECIFICALLY DESCRIBED AUTOS. Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you do not own while connected to a power unit described in Item Three).

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If Symbols 62 or 64 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire ownership of for the type described for the remainder of the policy period.
2. But, if Symbol 67 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire ownership of will be a covered "auto" for that coverage only if:

- a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

- b. You tell us, within 30 days after you acquire it that you want us to cover it for that coverage.

C. If Collision Coverage, Comprehensive Coverage or Specified Causes of Loss Coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

1. Breakdown;
2. Repair; or
3. Servicing.

SECTION IV –PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Fluids Extension

Subject to the Limit of Insurance, we will pay for loss of fluids, except fuel, necessary to operate a covered "auto" or its equipment. We will pay only if the fluids loss was caused by other "loss" that is covered by this insurance. Covered fluids include oil, antifreeze, hydraulic fluids and freon. Fuel that is not covered includes diesel fuel, gasoline, alcohol or compressed gasses.

3. Towing

In addition to the Limit of Insurance, when a covered "auto" is disabled from a covered cause of "loss", we will pay the towing cost to the nearest repair facility capable of making the necessary repairs, unless we agree with you in advance to tow to another repair facility.

4. Glass Breakage –Hitting a Bird or Animal – Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

5. Coverage Extensions

a. Transportation Expenses

We will pay up to \$30 per day to a maximum of \$900 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Contractual Expenses

For Hired Auto Physical Damage, if a covered cause of "loss" occurs to a vehicle rented or hired to an "insured" without a driver under a written rental contract or agreement, we will pay expenses an "insured" must legally pay as a condition of such written rental agreement for the lost net profit or rental value of such vehicle while it is being repaired.

However, the most we will pay is \$30 per day, to a maximum of \$900. This coverage does not apply to shipping containers.

6. Downtime Coverage

For any covered physical damage "loss" to a covered "auto", we will provide "downtime" coverage beginning 35 days after all the conditions in the "downtime period" have been met.

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any of the following:

a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.

b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such a contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

c. Tapes, records, discs or other audio, visual or data devices designed for use with audio, visual or data electronic equipment.

d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measuring equipment.

- e. Any sound and/or video reproducing equipment including antennas and other accessories unless it is designed to be operated solely by use of the power from the "auto's" electrical system and at the time of "loss" is permanently installed in or upon the covered "auto" or removable from a housing unit which is permanently installed in or upon the covered "auto".
- f. Except for those listed in Paragraph e. above, any electronic equipment or electronic system designed for any purpose, including antennas and other accessories, unless permanently installed by the covered "auto's" factory at the time of assembly. This exclusion does not include any equipment designed to be operated solely by the use of the power from the "auto's" electrical system that is necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.
- g. Any covered "auto" from fire caused by collision with another object or overturn when Collision Coverage is not provided on the covered "auto".
3. Except as provided in Paragraphs A.5.b. and A.6. above, we will not pay for loss of use.
4. We will not pay for "loss" to a covered "auto" that was repossessed because it was stolen from someone else. This exclusion applies even if you are an innocent purchaser of stolen property.
5. We will not pay for "loss" of fuel.
6. We will not pay for "loss" to a covered "auto" under Collision Coverage solely caused by property you are transporting in or on a covered "auto" unless loading and unloading.
7. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
- a. Wear and tear, freezing, mechanical, structural or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
- This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".
8. We will not pay for "loss" to a covered "auto" due to "diminution in value".
9. No "downtime" coverage applies:
- a. For the theft of a covered "auto".
 - b. In the event of a total "loss" to a covered "auto".
 - c. While there are spare or reserve "autos" available to you for your operation.
10. We will not pay for "loss" to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".
- C. LIMITS OF INSURANCE**
1. The most we will pay for:
- "Loss" to any one covered "auto" is the lesser of:
- a. The "actual cash value" of the damaged or stolen property as of the time of "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The amount shown in the Schedule of Autos or shown as Limit of Insurance elsewhere in the Policy.
2. An adjustment for depreciation and physical condition will be made in determining "actual cash value" in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- 4. Downtime Coverage**
- a. We will pay \$450 per week per "auto" for each seven (7) calendar days of the "downtime period" for which "downtime" coverage applies. For any remaining calendar days for which "downtime" coverage applies, we will pay the amount on a pro-rated basis.
 - b. "Downtime" coverage is subject to a maximum of eight (8) weeks per "loss".
- D. DEDUCTIBLE**
- For each covered "auto" in any one "accident", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance.

SECTION V – MOTOR CARRIER CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions.

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the "loss" appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the "actual cash value" and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will not be binding on either party.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM OR LOSS

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Cooperate with us in the investigation or settlement of the claim.

- (3) Send us a signed, sworn proof of "loss" containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen and give us a copy of the police report you made in the event of a theft or other crime.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.
- (5) Take all reasonable steps to find and protect the covered "auto" from "loss" when an "employee" or driver in your service is missing with a covered "auto".

3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

4. LOSS PAYMENT – PHYSICAL DAMAGE COVERAGES

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property that we pay for, repair or replace whether the "loss" is a partial "loss" or total "loss". When the property is a total "loss" and the "actual cash value" exceeds the stated limit of insurance, we will prorate the salvage value such that both parties receive their share. Each share of the salvage is determined by the proportion between the stated limit of insurance and the "actual cash value". Our share of the salvage is the same proportion that the stated limit of insurance bears to the "actual cash value". Your share of the salvage is the same proportion that the amount in excess of the stated limit of insurance bears to the "actual cash value". If you want to keep your damaged property, then the amount we pay will be reduced by our share of the salvage value of the damaged property.

If the "loss" is a total "loss", our payment will include the applicable sales tax and fees for the damaged or stolen property up to the stated limit of insurance.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us, creating what is commonly referred to as a subrogation right. That person or organization must do everything necessary to secure our rights and must do nothing to impair them, including execution of all appropriate papers to cause repayment to us. If a third party, including any other insurance carrier of the insured, pays an insured as a result of judgment, arbitration, settlement or other arrangement for damages sustained by the insured for which payments were made under the Policy, the insured agrees to repay us for all amounts paid. We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" sustained.

We will not be responsible for any expenses, fees, costs, or other monies incurred by the attorney for the insured commonly known as the common fund doctrine. The insured is specifically prohibited from incurring any expenses, costs, or fees on behalf of us in pursuit of its rights of recovery against a third party. No court costs, expert's fees, attorney's fees, filing fees, or other costs and expenses may be deducted from our recovery without our prior express written consent.

Our right of subrogation and reimbursement will not be affected, reduced, or eliminated by the made whole doctrine or any other equitable doctrine or law which requires an insured to be made whole before subrogation rights are allowed.

B. GENERAL CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your Policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS

- a. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
- b. Except as provided in Paragraph a. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you do not own.
- c. For Hired Auto Physical Damage Coverage, any covered "auto" you hire, lease, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

d. When this Coverage Form and any other Coverage Form, policy or self-insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms, policies and self-insurance covering on the same basis.

e. When the following applies:

(1) This Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" in a given "accident"; and:

(2) This Coverage Form provides coverage to an "insured" who:

(a) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or

(b) Is a duly licensed "auto" dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or

(c) Is a duly licensed "auto" dealer and loans the "auto" out for use as a demonstrator "auto"; and

(3) The Other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph (2) (a), (b) or (c) above, and who, at the time of the "accident" is operating an "auto" provided by a business described in Paragraph (2) (a), (b) or (c) above;

Then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in Paragraph e.(3).

6. PREMIUM AUDIT

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.
The coverage territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico;

(4) Canada; and

(5) The coverage territory is extended to anywhere else in the world if a covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a suit on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If this Policy issued to you and another policy issued to someone else by us apply to the same "accident", then any "loss" to the covered "auto" shall be reduced by amounts payable to you by the other person's insurance policy for damage to your covered "auto".

SECTION VI –DEFINITIONS

- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "property damage".
- B. **"Actual cash value"** is calculated as the amount it would cost to repair or replace covered property, at the time of "loss", with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. "Actual cash value" applies to valuation of covered property regardless of whether that property has sustained partial or total "loss". If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment. The "actual cash value" of the lost or damaged property may be significantly less than its replacement cost.
- C. **"Auto"** means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment"; or
 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
- D. **"Diminution in value"** means the actual or perceived loss in market value or resale value which results from a "loss".
- E. **"Downtime"** means the time a covered "auto" is out of service for repair and in the custody of a repair facility.
- F. **"Downtime period"** begins on the first day that each of the following conditions are met:
1. We have given you our agreement to pay for final repairs;
 2. You have given the repair facility your authorization for final repairs; and
 3. The covered "auto" is out of service for repair and in the custody of a repair facility.
- The "downtime period" ends when repairs to the covered "auto" have been completed by the repair facility and they determine the "auto" is road-worthy. The "downtime period" will not be extended if additional repairs are required after the "auto" is determined to be road-worthy.
- G. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
- H. **"Insured"** means any person or organization qualifying as an "insured" in the Who is an Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against whom a claim is brought.
- I. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. **"Loss"** means direct and accidental "loss" or damage.
- K. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own, rent or lease. You may take this vehicle off the premises temporarily if it is not licensed and the sole purpose is one of the following:
 - a. The unlicensed vehicle is being taken for maintenance or repair; or
 - b. The unlicensed vehicle is being used to pick up or deliver your owned, leased or rented "trailers" requiring maintenance or repair;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
- a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraphs 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above, maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L. **"Motor Carrier"** means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.
- M. **"Occupying"** means in, upon, getting in, on, out or off.
- N. **"Private passenger type"** means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
- O. **"Property damage"** means damage to or loss of use of tangible property.
- P. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- Q. **"Trailer"** includes a semitrailer or a dolly used to convert a semitrailer into a "trailer". "Trailer" does not include a shipping container, but does include the chassis used to transport it.
- For Hired Auto Physical Damage Coverage only, "trailer" also includes shipping containers.
- R. **"Transportation network platform"** means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

POLICY NUMBER: **ICP00136S**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART - CARGO COVERAGE

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured MAVERICK TRANSPORTATION LLC IND CONT	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number

CLINE WOOD A MARSH & MCLENNAN AGY LLC

- A.** Section IV. - Deductible in the Commercial Auto Coverage Part is changed to read as follows:
- For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance.
- If you have a "loss" to more than one covered "auto" when such "autos" are attached to one another at the time of "loss", then only the highest single deductible for any of the covered "autos" attached to one another and involved in the "loss" will apply.
- B.** The following is added to Section I. - Deductible in the Commercial Inland Marine Coverage Part - Cargo Coverage:
- If the "covered property" is on a covered "auto" at the time of the "loss", and there is a "loss" to both the "covered property" and at least one covered "auto", then only:
- The deductible shown on the Declarations, or
 - The applicable deductible on the Commercial Auto Coverage Part,
- whichever is higher, will apply.
- If there is no "loss" to any covered "auto" or the "covered property" is not on the "auto" at the time of the "loss", then the deductible shown on the Declarations shall apply.

POLICY NUMBER: **ICP00136S**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART
TRUCKERS EXCESS POLICY

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured MAVERICK TRANSPORTATION LLC IND CONT	Endorsement Effective MAY 1 2022
GREAT WEST CASUALTY COMPANY	Endorsement Number

CLINE WOOD A MARSH & MCLENNAN AGY LLC

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an "insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material"
 - (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or
 - (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the

United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

- a. **"Hazardous properties"** include radioactive, toxic or explosive properties;
- b. **"Nuclear material"** means "source material", "Special nuclear material" or "by-product material";
- c. **"Source material"**, "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- d. **"Spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
- e. **"Waste"** means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
- f. **"Nuclear facility"** means:

- (1) Any "nuclear reactor";
- (2) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

- g. **"Nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- h. **"Property damage"** includes all forms of radioactive contamination of property.

POLICY NUMBER: **ICP00136S**

ARKANSAS COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 20 days before the effective date of cancellation if we cancel for any other reason.
3. a. When this policy is in effect more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance.
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any "insured" property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6) A material violation of a material provision of the policy.
- b. Subject to Paragraph 3.c. below, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy.
- c. The following applies to the Commercial Auto Coverage Part:

We will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss.
4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. MULTI-YEAR POLICIES

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declaration is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

E. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

F. INSPECTIONS AND SURVEYS

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person

or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

G. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

H. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President

IN THE ASSOCIATE CIRCUIT COURT FOR THE 21ST JUDICIAL CIRCUIT
ST. LOUIS COUNTY, MISSOURI

DORIAN WEST,

Plaintiff,

v.

GREAT WEST CASUALTY COMPANY,

Defendant.

Case No. 23SL-AC14270

AFFIDAVIT OF MARY ANDERSON

COMES NOW Mary Anderson, of sound mind and having attained the age of majority,
and hereby states as follows:

1. I am Senior Vice President, Treasurer, and Chief Financial Officer at Great West
Casualty Company.

2. This affidavit is based upon my personal knowledge and information maintained in
the ordinary course of business by or on behalf of Great West Casualty Company.

3. In my position with Great West Casualty Company, I am an authorized signatory
for all checks issued by Great West.

4. My signature is automatically generated after approval for issuance of payment has
been granted in connection with a claim.

5. Two checks issued in connection with the claim made by Dorian West are attached
hereto to this Affidavit.

6. My automatically generated signature is represented on these checks.

7. I have no personal knowledge of the Dorian West claim.

8. Neither I nor Great West have control over who endorses or attempts to submit an endorsed check to a financial institution.

FURTHER AFFIANT SAYETH NAUGHT.

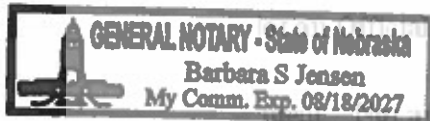
Executed this 2nd day of January, 2024.

Mary Anderson
By Mary Anderson
As representative of Great West Casualty Company

Subscribed and sworn to before me on this 2 day of January, 2024, by

Barbara S Jensen
Notary Public

My Commission Expires: 8/18/27



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GREAT WEST CASUALTY COMPANY
1100 WEST 29TH STREET
SOUTH SIOUX CITY NE 68778

CHECK FOR
200

56-503
422

CHECK NO:
5702047

PAY TO THE
ORDER OF

DORIAN WEST AND MAVERICK LEASING LLC

DATE

03/07/23

AMOUNT

***108,150.00

*****108,150 DOLLARS 00 CENTS-----

PAYABLE FOR

POLICY NUMBER	CLAIM NUMBER	INSURED	DATE OF LOSS	
ICP00136S	S31926-M U01	MAVERICK TRANSPORTATION L	01/29/23	

U.S. Bank
MIAMISBURG, OHIO

VALID ONLY WITHIN
SIX MONTHS OF ISSUE

Mary Anderson

AUTHORIZED SIGNATURE



⑈005702047⑈ ⑆042205038⑆ 130111674474⑈

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GREAT WEST CASUALTY COMPANY
1100 WEST 29TH STREET
SOUTH SIOUX CITY NE 68776

CHIEF OF POLICE
210

56 503
422

CHECK NO
5706487

PAY TO THE ORDER OF MAVERICK TRANSPORTATION LLC IND CONT

DATE
03/16/23
AMOUNT
*****12,830.75

*****12,830 DOLLARS 75 CENTS-----

PAYABLE FOR

POLICY NUMBER	CLAIM NUMBER	INSURED	DATE OF LOSS	
ICP00136S	S31926-M U01	MAVERICK TRANSPORTATION L	01/29/23	

U.S. Bank
MIAMISBURG, OHIO

VALID ONLY WITHIN
SIX MONTHS OF ISSUE

Mary Anderson
AUTHORIZED SIGNATURE



Not an Official Court Document Not an Official Court Document Not an Official Court Document

⑈005706487⑈ ⑆042205038⑆ 130111674474⑈

Electronically Filed - ST LOUIS COUNTY - February 04

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Security Features

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